

REQUEST FOR QUALIFICATIONS
CITY OF WEST HOLLYWOOD
Event Planning Services



Date Released: November 15, 2023

Submission Deadline: January 12, 2024 by 4PM

weho.org

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PROJECT DESCRIPTION

The City of West Hollywood has a longstanding history of hosting and supporting community events that provide a public benefit to people who live, work, and spend time in the City. A sponsored event or program is led by City staff. A co-sponsored event or program is one in which the event producer – usually a community organization or nonprofit – is responsible for programming, advertising, and producing the event, including all associated costs.

The City of West Hollywood hosts numerous Sponsored and Co-Sponsored events throughout the year. These events range in complexity and size and have in the past included community outreach events, film screenings, panel discussions, social and networking events, recognition events, small community festivals, and memorials.

To assist in the growing number of events hosted by the City, the City is seeking to establish a prequalified list of individuals or firms to provide on-call event planning services.

These services may include managing, producing and coordinating various events throughout the year. Services required for an event may vary greatly between Sponsored events (in which the City conceptualizes, produces, and executes all elements of the event), and Co-Sponsored events (in which the City usually plays a smaller role in an event that is produced by an external partner organization). Qualified event planning professionals will be included in the City's pool of prescreened/prequalified event planning individuals or firms, and may then be selected for work on an on-call, as-needed basis. The ideal individual or firm has experience with supporting events focused on diverse populations, including LGBTQ+ and BIPOC constituencies.

For more information on the City's Co-Sponsorship Policy and Process, please visit:

<https://www.weho.org/city-government/city-departments/community-services/event-co-sponsorship>

EVENT PLANNING SERVICES

Successful candidates for the prequalified list will have extensive experience in event planning that ranges from initial conceptualization to day-of-event execution.

Requested services may include all or a subset of the following tasks related to assigned events on an as-needed basis. This list is not intended to be comprehensive and other tasks may be added on an as-needed basis:

- Creating and managing event timelines and task lists during the planning phase until the completion of the event.
- Developing accurate event budgets and calculating/communicating costs related to changes in scope.
- Determining the appropriate venue and layout for the event in collaboration with staff from various City divisions.
- Identifying supplies and equipment needs for each event and evaluating vendors who can meet the City's contracting requirements.
- Attending meetings with internal and/or external partners and vendors.
- Directing the coordination of tasks and activities with City and non-City partners and vendors in preparation for the day of the event including setup, technical and onsite support, and completion and submission of required internal and external permit applications. *Permit applications and processes will differ depending on event scope and may require approvals from various Los Angeles County partners, such as Fire, Sheriff's Department, and Health Department.*
- Managing some or all aspects of entertainment and program onsite as the City's designated representative; specific tasks will vary depending on event type and scale.
- Creating and/or coordinating event-specific communications strategy and promotional materials including routing for required approvals prior to distribution.
- Preparing reports and supporting documents, this may include drafting staff reports, press releases, website content, and post-event evaluations. (Examples are attached).

ELIGIBILITY

The Request for Qualifications (RFQ) is open to experienced, qualified professionals. Applicants (individuals or businesses) who meet the minimum qualifications below are invited to apply:

- At least three (3) years of experience providing event planning services for governments, nonprofits, community-based organizations, educational institutions, and/or businesses. This shall include experience in the following areas:
 - Event Design
 - Event Management
 - Event Marketing
 - Event Budgeting
 - Event Production

- Ability to meet the City contractual and insurance requirements (see attached).

Qualified professionals who live in West Hollywood and/or are professionals of color, women, professionals living with disabilities, and LGBTQ+ professionals are highly encouraged to apply.

SELECTION & EVALUATION PROCESS

The City of West Hollywood's executive management team will convene a group to review submissions through this RFQ to select qualified professionals. Applications will be evaluated based on the completeness, organization, and quality of the response, with an emphasis on previous experience. In-person interviews will be requested and considered as part of the evaluation process. Selected respondents may be offered a contract for on-call services with the City for an initial term through June 30, 2025, and options to extend for up to three (3) additional one-year terms. Service rates will be negotiated during the contracting process. Due to the nature of on-call services, the award of an on-call contracts is not a guarantee that work will be assigned.

TO APPLY

Applications must be submitted online at the following link by the RFQ Deadline. Registration with PlanetBids is free and required in order to submit an application. No emailed, mailed, or faxed applications will be accepted. Respondents must use the submittal portal: <https://pbsystem.planetbids.com/portal/22761/portal-home>. If you require any additional information or have specific questions regarding this request, please contact Jennifer Del Toro at jdeltoro@weho.org.

Submittals must include the following components.

1. A **letter** that addresses the following key topics:
 - a. Interest in working with the City and the services being offered.
 - b. Understanding of West Hollywood's municipal events' environment for City sponsored and co-sponsored events.
 - c. Definition of a successful event.
 - d. Approach to planning successful events.
 - e. Identification and discussion of specific or special challenges that occur in planning for events for municipalities and how you address them.
 - f. Optional: Describe any strategies, technologies, or other tools you use to assist in executing successful events.
2. **Resume** or summary of you/your firms's qualifications and relevant experience.

Include descriptions of past events and the specific role held/services provided.

- a. If the respondent is a firm or team, include the names and resumes of staff who would provide services to the City along with their specific areas of focus.
3. **References.** List at least 3 references for similar work. Preference is for references related to public sector or public-facing work. References should include the name of the client, the services provided, the dates of the engagement, event attendance, event budget, and a contact name, phone number, and email. The City may contact references.
4. **Pricing.** Provide your fee structure, including: hourly rates or sample pricing for the different types of services offered and compensation for each.
5. **Conflict of Interest.** Provide a statement that you do not have any conflicts of interest. If you may have a real, perceived, or potential conflict of interest with providing services for the City, disclose those in your application. Applicants will not be automatically disqualified for disclosing a real, perceived, or potential conflict.
6. **Optional.** Provide a link to a video of your services in action.
7. **Optional.** Provide a link to and description of other relevant materials you feel would help the City evaluate your qualifications.

RFQ SCHEDULE

Complete qualifications packages must be received by **January 12, 2024, at 4 pm Pacific Time**. The City must abide by this deadline in the interest of fairness in public processes. Late submissions will be disqualified.

The following dates represent the schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems it necessary.

November 15, 2023

January 12, 2024 by 4 pm

February 2024

February – March 2024

RFQ released

Deadline for submittals

In-Person Interviews

Notifications to applicants

ABOUT THE CITY OF WEST HOLLYWOOD

The City of West Hollywood was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood serves many diverse communities and cultural traditions. Its audiences include older immigrants from repressive political environments, children,

families, singles, and a large LGBTQ population.

The City is home to approximately 36,000 residents and over 3,500 businesses. More than 80% of residents are renters. Approximately 40% of the City's residents identify as LGBTQ, 10% are Russian-speaking immigrants, and close to 20% are older adults. 75% of City residents identify as non-Hispanic White; 10% of residents identify as Hispanic/Latino of any race, 4% of residents identify as non-Hispanic Black or African American; 6% identify as non-Hispanic Asian or Pacific Islander, and 5% as non-Hispanic American Indian, Alaska Native, Some Other Race, or Multiracial.

The City of West Hollywood is a general law city that follows the laws of the State of California. The City is governed and managed by a City Council-City Manager form of government, where five elected Councilmembers set policy and delegate the management of day-to-day operations and implementation of policies to the City Manager and City staff.

ADDITIONAL INFORMATION

Placement on the Prequalified List does not constitute an offer to contract and **does not guarantee any minimum amount of business**. Compensation will vary based on the overall project budget and scope of work for each project and may not be equally divided among the consultants on the prequalified list.

The City reserves the right to reject any and all applications when such rejection is in the best interest of the City or the application contains irregularities. Minor irregularities of the application may be waived by the City. The City also reserves the right to cancel this RFQ at any time and/or to solicit and re-advertise for other applications.

The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City. Applicants are required to identify if they have a conflict of interest. At the sole judgment of the City, applications are subject to disqualifications on the basis of a conflict of interest.

Applicants who are selected to enter a contract with the City of West Hollywood will be required to accept the City's terms and conditions, including insurance requirements, as outlined in the attached agreement.

The City of West Hollywood reserves the right to cancel or postpone this RFQ at any time.

Attachments

- A - List of 2023 City Sponsored and Co-Sponsored Events
- B - Sample City Services Agreement
- C - Insurance Requirements
- D - Sample Staff Report
- E - Sample Event Co-Sponsorship Agreement
- F - Examples of Marketing Collateral From a Prior Event
- G - Post-Event Form (Internal)



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2023 Council-Initiated Events & Co-sponsorships

Event	Type of Event	Lead Event Organizer (if Co-sponsored)	Event Date	Office of Primary Responsibility	City Funding Provided
I-Ran Out of the Closet	City event	Raha International	2/12/2023	CLA	\$1,000
International Women's Day	City event	n/a	3/5/2023	CLA	\$5,000
Artists & Icons Event: A Conversation w/ Barbara Bain	City event	n/a	3/16/2023	Arts	\$3,000
Motherland Film Screening	City event	n/a	3/21/2023	CLA	\$1,000
Ladies of Courage - Arts Festival	Co-sponsored	Eye Poet LLC	3/25/2023 and 3/26/2023	CLA	10,000
Nowruz (Persian New Year)	Co-sponsored	Iranian American Women Foundation	3/29/2023	CLA	\$3,117
LAVO Tournament	City event	n/a	4/1/2023	Recreation	\$0
Black Women Lead Pop-Up	Co-sponsored	Black Women Lead	4/8/2023	CLA	\$8,500
HRSS - Child Abuse Prevention Month	City event	n/a	4/11/2023	Arts	\$1,785
Boys Don't Wear Dresses Film Screening	Co-sponsored	Spectrum LABS	4/15/2023	CLA	\$2,305
Yom HaShoah	Co-sponsored	n/a	4/19/2023	CLA	\$3,200
Lesbian & Queer Women's Visibility	City event	n/a	4/30/2023	CLA	\$5,000
Victory in Europe Day	Co-sponsored	n/a	5/7/2023	CLA	\$9,000
Human Rights Speaker Series (HRSS) - AIDS Di	City event	n/a	5/20/2023	Arts	\$1,909
California NOW State Conference	Co-sponsored	California NOW	5/20/2023	CLA	\$1,000
WeHo Mishka	City event	n/a	5/21/2023	CLA	\$67,500
Meth and Fentanyl Panel	City event	n/a	5/23/2023	CLA	\$600
Pop & Parts Symposium	City event	n/a	6/10/2023	UDAS	\$0
Juneteenth	City event	n/a		CLA	\$2,000
Town Hall with Assemblymember Zbur	City event	n/a	7/18/2023	CLA	\$580
Forum on Psilocybin	City event	n/a	7/25/2023	CLA	\$2,500
Rainbow Book Bus Pop-Up Events	Co-sponsored	ShopQueer.co & WayOUT	7/28/2023 (5 events)	CLA	\$0
ERA Feminist Art Show	Co-sponsored	Equal Means Equal	8/27/2023 - 9/26/2023	CLA	\$5,000
Book Discussion with Zev. Yaroslavsky	City event	In Partnership with Book Soup	8/30/2023	CLA	\$0
OutLoud Sports Festival	Co-sponsored	OutLoud Sports	9/2/2023 & 9/3/2023	Recreation/CLA	2,000
Children's Book Fair	Co-sponsored	American Born Chinese Foundation	9/17/2023	CLA	\$0
BI+ Ice Cream Social	City event	n/a	9/23/2023	CLA	\$5,000
Screening of How to Hack Birth Control	City event	n/a	9/23/2023	CLA	\$0
Red Party Dress Day	Co-sponsored	LA Sisters of Perpetual Indulgence	9/24/2023	CLA	\$0
Van Ness Carnival Event	Co-sponsored	Van Ness Recovery House	9/30/2023	CLA	\$5,000
Circa LGBTQ Histories Festival	Co-sponsored	One Institute	10/1/2023	CLA	\$10,000
Artists & Icons Event: Tim Sullivan	City event	n/a	10/4/2023	Arts	\$2,000
AIDS Walk	Co-sponsored	APLA Health	10/15/2023	Events	\$0
Spirit Royale Drag Cheerleading Competition	Co-sponsored	West Hollywood Cheerleaders and LA Life Group	10/19/2023	CLA	\$0
Transvagina Diaries	Co-sponsored	California NOW	11/11/2023 and 11/12/2023	CLA	\$10,000
Garras Fashion Show	Co-sponsored	Translatina Coalition	11/18/2023	CLA	\$10,000
Transgender Day of Remembrance (TDOR)	City event	n/a	11/19/2023	CLA	\$9,600
Transgiving Dinner	Co-sponsored	Unique Women's Coalition	11/19/2023	CLA	\$5,000
Pre-Thanksgiving Dinner	Co-sponsored	C.I.T.Y. X1 Youth Group	11/19/2023	CLA	\$1,000
HRSS - Women's Rights in Iran	City event	n/a	11/28/2023	Arts	\$2,000
STORIES Circle	Co-sponsored	AIDS Monument - FAM	12/1/2023	CLA	\$0
Act Up LA 30th Anniversary	Co-sponsored	Act Up LA	12/2/2023	CLA	\$5,000
World Dog Day	Co-sponsored	The Vanderpump Dog Foundation	12/2/2023	Events	\$0
HRSS - The Dads	City event	n/a	12/7/2023	Arts	\$2,000
VIBEZ Sober NYE Event	Co-sponsored	Phoenix	12/31/2023	CLA	\$15,000

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this [redacted]th day of [redacted], 20____, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and [redacted] XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CITY conducted an RFP issued in _____, 20___, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on [redacted] June 30, 20 [redacted] unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ [redacted] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [redacted], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, [redacted], shall be in charge of the project on all matters relating to this Agreement and

any agreement or approval made by her/him shall be binding on the CONTRACTOR.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment

rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.6. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.7. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express

condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the

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AGREEMENT FOR SERVICES**

CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
16. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
17. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
18. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
20. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
21. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Name, Department Director (INSERT TITLE)

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclose in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORS working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020



DATE: 11/15/23
VENDOR NAME: General – Services Agreements
STAFF CONTACT: Nicole McClinton, Senior Administrative Analyst – City Clerk’s Office
323.848.6452 | nmccclinton@weho.org

Per your contract agreement and in accordance with the minimum insurance requirements with the City of West Hollywood, the City needs the following items marked below with an “X” submitted prior to the City’s ability to commence work and/or process payments. Please direct questions to your staff contact.

Your vendor insurance documents are not sufficient to meet the minimum insurance requirements per your contract agreement with the City of West Hollywood. Marked below with an “X” are the areas of deficiency(ies) which must be corrected immediately. This may impact the City’s ability to commence work and/or process payments under your contract. Please direct questions to your staff contact.

INSURANCE LIMITS

- General Liability Insurance with minimum limit of not less than \$2,000,000 per occurrence
- Automobile Liability with minimum combined single limit of \$1,000,000 (for owned, hired and non-owned vehicles, as necessary).
- Workers’ Compensation Insurance as required by applicable law & Employers’ Liability Insurance with minimum limits of \$1,000,000.
- Professional Errors and Omissions Liability Insurance with minimum limit of not less than \$1,000,000 on a claims-made annual aggregate basis or a combined single-limit-per-occurrence basis.

ENDORSEMENTS

- The City of West Hollywood, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as **Additional Insureds** for the following:
 - General Liability
 - Automobile Liability

****REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)***

Named insured must state their insurance is **Primary and Non-Contributory** by SPECIFIC policy endorsement for the following:

- General Liability
- Automobile Liability

****REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)***

Include a CITY SPECIFIC ***Waiver of Subrogation Endorsement*** for the following:

- General Liability
- Automobile Liability
- Workers' Compensation Coverage

****REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)***

COI should indicate **30 day notice of cancellation**.

COI should indicate the **Certificate Holder** as: City of West Hollywood, 8300 Santa Monica Blvd, West Hollywood, CA 90069.

RETURN REVISED INSURANCE DOCUMENTS TO YOUR STAFF CONTACT

SUBJECT: **CO-SPONSORSHIP OF THE IRANIAN AMERICAN WOMEN FOUNDATION'S EVENT IN RECOGNITION OF NOWRUZ, PERSIAN NEW YEAR**

INITIATED BY: **MAYOR SEPI SHYNE**

PREPARED BY: **COMMUNITY SERVICES DEPARTMENT**
(Yvonne Quarker, Director)
(Andi Lovano, Community & Legislative Affairs Manager)
(Jennifer Del Toro, Community & Legislative Affairs Supervisor)

STATEMENT ON THE SUBJECT:

The City Council will consider a request to Co-sponsor the Iranian American Women Foundation's Nowruz event in recognition of Persian New Year on Sunday, March 19, 2023 at the City Council Chambers.

RECOMMENDATIONS:

- 1) Approve a Co-sponsorship of the Iranian American Women Foundation's Nowruz event in recognition of Persian New Year to be held at the City Council Chambers on Sunday, March 19, 2023.
- 2) Waive the Facility Use fee for the City Council Chambers for the event, parking fees at the 5-story parking structure for attendees, and any other ancillary City permits that may be required for the event (estimated \$1,240 in waived fees).
- 3) Authorize the use of the City name and logo on invitations, programs, and other collateral materials.
- 4) Direct the Communications Department to utilize all appropriate communication tools to promote the event, such as the City's website and social media tools.
- 5) Authorize the City Manager to execute documents incident to the Co-sponsorship agreement.

- 6) Authorize the Director of Finance and Technology Services to allocate \$4,200 from unallocated General Fund reserves to the Special Council Programs Account 100-1-01-00-531001 and increase the budget for Special Council Programs by the same amount.
- 7) Authorize the Director of Finance and Technology Services to allocate \$4,200 from Fiscal Year 2022-23 funds in the Special Council Programs Account 100-1-01-00-531001 for costs associated with technical support (Waveguide) and financial support.

BACKGROUND / ANALYSIS:

The Iranian American Women Foundation (IAWF) was founded in 2012 to provide a platform for empowerment and networking among Iranian American women and to provide mentorship to younger generations of Iranians locally and globally. Since its inception, IAWF has empowered, inspired and connected over 6,000 women nationwide and globally by creating a forum for open dialogue. IAWF showcases the diversity of America, celebrates the confluence of the American fabric and Iranian heritage, and propels women forward into new, dynamic professional leadership arenas.

IAWF has requested the City of West Hollywood provide Co-sponsorship of a Nowruz event, in recognition of the Persian New Year, on Sunday, March 19, 2023 in the City Council Chambers. The event will feature live Iranian performers, a traditional customary Nowruz table – also known as a “haft-seen” – and the event will conclude with a reception that features Iranian appetizers and pastries.

Nowruz – which translates into “new day” in Farsi – originated in ancient Persia, more than 3,000 years ago. It marks the traditional Iranian New Year beginning on the vernal equinox and celebrates the arrival of spring. It is a 13-day celebration that, this year, starts on March 20, 2023 at 2:24 p.m. (PST). As part of Nowruz, space is set aside for a “haft-seen”, which is a collection of at least seven items that start with the letter “s” in addition to other items that each symbolize a different hope for the new year, such as lotus tree fruit for love, candles for enlightenment, apples for beauty, and vinegar for patience and

wisdom. These traditions focus on community, family, and starting anew with a blank slate.

Nowruz is a secular holiday that is celebrated by more than 300 million people around the world by various ethnic groups and diverse communities including those with Baha'i, Christian, Jewish, Muslim, Zoroastrian, and nonreligious backgrounds. Nowruz symbolizes a time of renewal and recommitment to community, heralds the arrival of the new year as it ushers out the hardships of the previous seasons and brings hope for the future. Nowruz plays a significant role in strengthening the ties among peoples based on mutual respect and the ideals of peace, generosity, and good neighborliness. Its traditions and rituals reflect the cultural and ancient customs of the civilizations of the East and West, which influenced those civilizations through the interchange of human values.

Nowruz is also considered the most important holiday in Iran, as it is the official New Year of the country. In Iran, Nowruz is an official holiday lasting for 13 days, during which most national functions, including schools, are closed and festivities take place.

The City of West Hollywood values and encourages a broad diversity of cultures, and works to provide a safe and inclusive space for all. In 2021, the City Council adopted a resolution recognizing the cultural and historical significance of Nowruz and expressing appreciation for the contributions of Persian culture to today's society. In 2022, the City also recognized Persian New Year by lighting City Hall green, white, and red from March 20, 2022 through March 29, 2022. Southern California is home to the largest population of Iranian Americans outside of Iran (estimated to be about 700,000 people), with a large percentage living in Los Angeles County. Nowruz reminds us of the many noteworthy and lasting contributions of Persian culture to the social and economic fabric of today's modern society.

STAFF ANALYSIS:

This section of the report is provided by City staff to offer additional administrative and programming impacts for this item.

This item has a moderate impact on staff time and current departmental workplans. If this item is approved, this event would be added to the staff work plan and would require

additional staff time throughout the planning phase to the day-of coordination in making this event successful. The following City Divisions/Departments and staff would be involved in assisting with the logistics for this event: Community & Legislative Affairs and Facilities & Field Services Divisions and the Communications Department.

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST

HOLLYWOOD GENERAL PLAN:

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:

- OSP-11: Community Education.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- HS-2: Support and encourage arts and culture in West Hollywood.
- HS-3: Promote a community with strong social networks and cross-cultural interaction.

EVALUATION PROCESSES:

Staff will report attendance numbers and seek information from those attending about their experience at the event, their perceptions of its impact, and suggestions for improvement.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

N/A

COMMUNITY ENGAGEMENT:

The event organizers and staff will reach out to various community partners for their participation and potential promotion of the event.

OFFICE OF PRIMARY RESPONSIBILITY:

COMMUNITY SERVICES DEPARTMENT / COMMUNITY & LEGISLATIVE AFFAIRS
DIVISION

FISCAL IMPACT:

The fiscal impact for this co-sponsorship includes the waiver of the following City fees: the Facility Use fee for the City Council Chambers on March 19, 2023, parking fees at the 5-story parking structure for attendees of the event, and any other ancillary permits that may be required for the event (estimated \$1,240 in waived fees).

This item approves the use of \$4,200 from the Special Council Programs Account: 100-1-01-00-531001. This includes \$3,500 that will be provided to the event organizer to help pay for the event, including entertainment, food, and other event costs. The remaining \$700 will be used by the City to cover the costs associated with technical support (Waveguide).

This item authorizes the Director of Finance and Technology Services to allocate \$4,200 from unallocated General Fund reserves to the Special Council Programs Account: 100-1-01-00-531001, and increase the budget for Special Council Programs by the same amount. This is necessary because the original Special Council Programs budget has been exhausted for FY 2022-23.

AMOUNT	DESCRIPTION
\$4,200	This item requests unallocated reserves from the General Fund for costs associated with technical support (Waveguide) and financial support for the event organizer.
\$1,240	Waiver of Fees - Facility Use and Parking in 5-Story Structure

ATTACHMENT:

Attachment A – Co-sponsorship Agreement between the City of West Hollywood and IAWF.

**City of West Hollywood
EVENT CO-SPONSORSHIP AGREEMENT**

This Event Co-sponsorship Agreement (the "Agreement") is executed this _____ day of _____, 20____ by and between the City of West Hollywood, a California municipal corporation ("City") located at 8300 Santa Monica Boulevard, West Hollywood, California, 90069 , and _____, a California nonprofit public benefit corporation ("Event Organizer") located at _____.

RECITALS

A. _____ is the organizer of the _____ (the "Event"), a _____. *[describe event]*

Example: The Cannabis Education Forum ("Event") is an event featuring cannabis enthusiasts, advocates, and professionals for a day of discussion on the current obstacles and opportunities for industry growth in a political and social context.

B. The City Council, at its _____ meeting, approved the City's co-sponsorship of the Event and authorized the Director of Finance and Technology Services to allocate \$_____ from budgeted funds in the Special Council Programs account number 100-3-05-52-531001 in FY _____ for costs associated with the Event. *[edit to remove funding phrase if none is required]*

C. The Event will serve to _____. *[describe benefits to City]*

Example: The Event will engage panelists and speakers from the medical field, legal field, and from businesses in a conversation on the deregulation and legalization of cannabis. The Event seeks to empower consumers, businesses, innovators, doctors and legislators with both the knowledge and community outreach necessary to meet the many challenges and opportunities of the emerging marijuana market.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

1. Obligation: Event Description: Event Organizer is organizing and producing the Event at _____ *[location, e.g., West Hollywood City Council Chambers and auto court]* on _____ *[date]* and agrees to feature the City of West Hollywood as a co-sponsor of the Event. The City's participation as a co-sponsor is limited to the activities described below.

The City agrees to:

1.1. Underwrite the Event as a co-sponsor for actual costs incurred up to \$_____ (____ thousand dollars). *[write out number, e.g. \$2,000 (two thousand dollars)]*

1.2. Pay ____% of the co-sponsorship fee within 45 days from the execution of this Agreement, and the remainder upon receipt of the performance data and event report as specified below.

1.3. Provide mutually agreed in-kind services as follows, the cost of which will be deducted from the cash contribution set forth in subparagraph 1.1 above: _____ *[e.g., event photography, technology support, facility set up and breakdown, transportation services using City vehicles, etc.]*

**CITY OF WEST HOLLYWOOD
EVENT CO-SPONSORSHIP AGREEMENT**

- 1.4. Provide mutually agreed in-kind services as follows, the cost of which will not be deducted from the cash contribution set forth in subparagraph 1.1 above:
_____. *[e.g., parking validation, facility use fee waivers and special event permit fee waivers, see description in authorizing staff report]*

The Event Organizer agrees to provide:

- 1.1. Provide official City of West Hollywood logo placement and listing of the “City of West Hollywood” as “Co-sponsor” or Partner” on Event website (with hyperlinks to www.weho.org), social media blasts, and on promotional materials.
- 1.2. Route approval of all uses of official City of West Hollywood logo through the City’s Representative and secure approval for City logo usage not less than two weeks prior to Event.
- 1.3. Provide event promotional information and materials to the City’s Representative not less than two weeks prior to event.
- 1.4. Share social media posts with the City’s Representative leading up to the Event (i.e. Facebook, Twitter, Instagram).
- 1.5. Financial Performance Data. Within thirty (30) days of the Event provide City with:
 - Detailed invoices and proof of payment for at least \$ _____ *[value of co-sponsorship]* for approval by City.
 - The Profit and Loss statement of the Event and the Event Organizer, including a summary of all revenues and expenditures.
 - Reimbursement of any unspent funds from the cosponsorship fee
- 1.6. Event Report. Within thirty (30) days of the Event provide City with:
 - A summary of the event activities.
 - Details/metrics for measuring the event, including:
 - *The number of attendees and names of panelists/speakers at the Event*
 - *The number of teams and participants at the Event and the home cities of each team*
 - *Number of actual rooms and room nights booked in tournament hotels, by individual hotel.*
- 1.7. Provide adequate security as appropriate for the Event.

2. Administration.

- 2.1 The *City’s Representative*. Unless otherwise designated in writing, _____, shall serve as the CITY’s staff liaison and representative for the administration of the project. All activities performed by the Event Organizer shall be coordinated with this person.

**CITY OF WEST HOLLYWOOD
EVENT CO-SPONSORSHIP AGREEMENT**

2.2 *The Event Organizer's Representative.* For the Event Organizer, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by them shall be binding on the Event Organizer with regards to the Event. The Event Organizer's Representative shall not be replaced without the written consent of the City.

3. Assignment. Neither this Agreement, nor any interest herein, shall be assigned by either party without the prior written consent of the other.
4. Indemnification. Neither party hereto shall be liable for any damages proximately resulting from the negligent or legally wrongful actions of the other party, its employees, agents, or contractors in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from such damages or liability.
5. Liability Insurance. Event Organizer shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage and that provides coverage for the Event. The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on a primary, non-contributory basis with respect to liability arising out of the Event. Organizer must provide a certificate of insurance and policy endorsements showing proof of coverage.
6. Intellectual Property. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any trademark, trade name, domain name, logo, design or other copyrighted materials including footage, photography and related art material (collectively referred to as "Intellectual Property") owned or used by a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Each party acknowledges that the other party's Intellectual Property are considered to be valuable and that it (or its licensors) claims to own all worldwide right, title and interest therein and thereto (including, without limitation, all copyrights, patents, trademarks, trade secrets, know-how, patent registration rights and any other proprietary or other rights). Each party agrees that it shall not use the Intellectual Property of the other party for any purpose other than for purposes of advertising and marketing the event or as specifically set forth in this Agreement.

Without limiting any other provision hereof, City shall have the right but not the obligation to use all Promotional Materials, including without limitation, the Event footage, in any and all media, now known or hereinafter devised, in perpetuity, throughout the universe, without additional compensation to any party, provided that any such use of such Promotional Materials shall be for promotional or educational purposes only.

7. Force Majeure. Neither party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by, or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdowns of land, sea or air transportation, vehicular accident, acts of deities, acts or restraints of any Government Agency, or any other events or occurrences which are beyond the reasonable control of such party.
8. Non-Discrimination and Equal Employment Opportunity. Event Organizer represents and agrees that it does not and will not discriminate against any employee or applicant

**CITY OF WEST HOLLYWOOD
EVENT CO-SPONSORSHIP AGREEMENT**

for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition.

9. Restrictions: Arab League Boycott of Israel. Event Organizer hereby affirms it does not honor the Arab League Boycott of Israel.
10. Modification: This Agreement shall not be modified, waived or rescinded unless in writing signed by authorized representatives of both parties. In the event of a conflict between the terms of any purchase order or invoice and this Agreement, this Agreement shall control.
11. Authority: Each party executing this agreement warrants and represents to the other that they have the right and authority to enter into this Agreement on behalf of and legally binding the party for whom they are signing.
12. Governing Law: This Agreement shall be governed by, and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law.
13. Representation: Each of the parties hereto has been represented by its own counsel. In the event of a dispute, no provision of this Agreement shall be construed in favor of one party and against the other by reason of the craftsmanship of this Agreement.
14. Entire Agreement: This Agreement embodies the entire agreement between Event Organizer and City as to the subject matter hereof and expressly and unequivocally supersedes all previous agreements, warranties or representations, oral or written, which may have been made between Event Organizer and City as to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20_____.

EVENT ORGANIZER [*Organization's Name*]:

Name of Authorized Signatory

CITY OF WEST HOLLYWOOD:

Director Name, Title

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk



City of West Hollywood

City Hall
8300 Santa Monica Blvd.
West Hollywood, CA
90069-6216
(323) 848-6400

Contact

Sheri A. Lunn
Public Information Officer
(323) 848-6391
slunn@weho.org

Joshua Schare
Director of Communications
(323) 848-6431
jschare@weho.org

FOR IMMEDIATE RELEASE

City of West Hollywood Commemorates Transgender Awareness Month and Transgender Day of Remembrance

*TransDiaries will Take Place on November 11 and 12 at 7:30 p.m.
At the City's Council Chambers/Public Meeting Room*

*Transgender Day of Remembrance Ceremony will Take Place on
Sunday, November 19 at 6 p.m. in the City Council Chambers*

WEST HOLLYWOOD, November 7, 2023 – The City of West Hollywood and its Transgender Advisory Board recognize November as Transgender Awareness Month. Since its incorporation in 1984, the City of West Hollywood has led the region in the pursuit and implementation of progressive and humane policies, fostering an environment of acceptance in which diversity is celebrated.

During Transgender Awareness Month, the City of West Hollywood will fly the blue, pink, and white Transgender flag over West Hollywood City Hall and will light the globe lanterns above Santa Monica Boulevard in blue, pink, and white through Monday, November 20, 2023.

Transgender Awareness Month events in November will include a performance of the *TransDiaries*, produced by Hollywood NOW, the Hollywood Chapter of the National Organization of Women. The event will take place on Saturday, November 11, 2023 and Sunday, November 12, 2023 at 7:30 p.m. at the City of West Hollywood's Council Chambers/Public Meeting Room, located at 625 N. San Vicente Boulevard. The two performances are free and open to the public. For more information and to RSVP, please visit the Eventbrite page <https://transdiaries2023.eventbrite.com>.

The City of West Hollywood is also a co-sponsoring multiple community events hosted by trans-led organizations in Los Angeles:

- The TransLatin@Coalition's GARRAS Fashion Show will take place on Saturday, November 18, 2023 from 7 p.m. to 10 p.m. at the Pacific

Design Center, located at 8687 Melrose Avenue. Tickets for the TransLatin@ Coalition's GARRAS fashion show can be purchased at <https://garras.org>. The TransLatin@ Coalition is a nonprofit organization that advocates for the specific needs of the TransLatin@ community that reside in the United States.

- The City of West Hollywood will also host The Church of Trans Love's Trans Love Dance on Friday, November 17, 2023, from 7 p.m. to 9:30 p.m. at the West Hollywood Park Aquatic and Recreation Center Respite Deck, located at 8750 El Tovar Place, adjacent to West Hollywood Library. This free event will feature performances and dance rituals from Shakina Nayfack and Loretta Lorraine, and music by DJ Asha. More information can be found on the City's [online calendar](#). This event is supported in part by a Transgender Arts Initiative Grant from the City of West Hollywood.
- The Unique Woman's Coalition's (UWC) TransGiving Dinner will take place on Sunday, November 19, 2023, and will begin at 5 p.m. The Unique Woman's Coalition (UWC) is a non-profit organization dedicated to being a collective voice centering on the narratives and needs of Black Trans culture. The purpose of this holiday-inspired dinner is to celebrate transgender lives and accomplishments and remember those lost to anti-trans violence. The dinner will also provide much needed resources such as PPE (personal protective equipment) kits, sleeping bags, clothing, vaccines, and much more. For more information about the event, please visit <https://www.theuwc.org>.

The City of West Hollywood will host an in-person Transgender Day of Remembrance Ceremony at 6 p.m. on Sunday, November 19, 2023 featuring speakers and a reading of names to memorialize people who have been murdered as a result of anti-transgender violence. Transgender Day of Remembrance is part of the City of West Hollywood's annual recognition of Transgender Awareness Month, which is recognized throughout the United

States each November. Transgender Day of Remembrance is an opportunity to look forward to the future and recommit to ending discrimination and transphobia by amplifying the visibility and voices of the transgender community. The Transgender Day of Remembrance event will be broadcast live on the on the City's WeHoTV channels and streams. For details, visit www.weho.org/wehotv. WeHoTV broadcasts are available within the City of West Hollywood on Spectrum Cable Channel 10. In addition, programming may be viewed using streaming platforms by searching "WeHoTV" within the search functions of AppleTV, Amazon FireTV, AndroidTV, and Roku services. It will also be available live and for replay at the City's WeHoTV YouTube channel at www.youtube.com/wehotv. Visit the City's [online calendar](#) for more information about this event. The City encourages every community stakeholder to honor the lives and memories of community members and take the opportunity to reflect on the work that remains to be done.

The Human Rights Campaign (HRC) tracks annual statistics of violence against the people in the transgender community. In the latest statistics currently available, HRC has reported that thus far in 2023 there have been at least 25 transgender or gender non-conforming people fatally shot or killed by other violent means in the United States. A disproportionately high number of victims are Black and Latinx transgender women. Past HRC reports include 41 deaths in 2022; 59 deaths in 2021; 33 deaths in 2020; 27 deaths in 2019; 26 deaths in 2018; 29 deaths in 2017; and 23 deaths in 2016. This wave of violence has been declared an epidemic by the American Medical Association. Rates of actual violence or deaths may, in fact, be higher but anti-transgender violence can be difficult to accurately measure as victims are sometimes misgendered in reports, which can delay awareness of deadly incidents.

The City of West Hollywood has been one of the most outspoken cities in the nation in advocating for the legal rights of LGBT people. More than 40 percent of residents in the City of West Hollywood identify as lesbian, gay, bisexual, or transgender. The City of West Hollywood is one of the first

municipalities to form a Transgender Advisory Board, which addresses matters of advocacy on behalf of transgender people in the areas of education, community awareness, and empowerment, and makes recommendations to the West Hollywood City Council. Through its Transgender Advisory Board, the City of West Hollywood regularly co-sponsors programming and recognizes Transgender Awareness Month and Transgender Day of Remembrance each November. For more information about the City of West Hollywood's Transgender Awareness Month events, visit www.weho.org/tam.

As part of its support of the transgender community, the City of West Hollywood has a [Transgender Resource Guide](#) available on the City's website, which provides information about a variety of resources including legal, health, and social services, available in the Greater Los Angeles area to enhance and improve the well-being of transgender people.

For more information about Transgender Awareness Month, please contact City of West Hollywood Community Programs Coordinator Moya Márquez at (323) 848-6574 or mmarquez@weho.org. For people who are Deaf or hard of hearing, please call TTY (323) 848-6496.

For up-to-date information about City of West Hollywood news and events, follow @wehocity on [social media](#), sign-up for news updates at www.weho.org/email, and visit the City's calendar of meetings and events at www.weho.org/calendar. West Hollywood City Hall is open for walk-in services at public counters or by appointment by visiting www.weho.org/appointments. City Hall services are accessible by phone at (323) 848-6400 and via website at www.weho.org. Receive text updates by texting "WeHo" to (323) 848-5000.

For reporters and members of the media seeking additional information about the City of West Hollywood, please contact the City of West Hollywood's Public Information Officer, Sheri A. Lunn, at (323) 848-6391 or slunn@weho.org.

THE TRANSGENDER ADVISORY BOARD OF THE CITY OF WEST HOLLYWOOD
COMMEMORATES

TRANSGENDER

Day of Remembrance



SUN NOV. 19, 2023 6 PM

WEST HOLLYWOOD CITY COUNCIL CHAMBERS

625 N. SAN VICENTE BLVD., WEST HOLLYWOOD, CA 90069

weho.org/lgbtq



POST EVENT FORM

To Be Completed by Lead Staff Member

Event Title

Event Date

Event Time

Location

Attendance

CO-SPONSORSHIP

Was this a City co-sponsored event?

Yes

No

SUMMARY

Please provide a brief description of the event and its purpose

BUDGET AND COSTS

Please list the budget for the event and any payments made to any vendor or person

VENDORS

Please list any vendors with whom your event received services. Please indicate the type of service or goods received and whether you felt the service delivery was worth the price.

EVENT SETUP

Please describe how you set up for the event and any requests related to setup or equipment made to the Facilities Division.

EVENT SCHEDULE AND TIMELINE

Please provide the time for the start and end of each stage of the event.

ESTIMATED STAFF TIME

Please list any and all estimated staff time for planning of the event from logistics to execution of the event (this should include all internal staff involved inclusive of time spent per staff member)

EVENT PROMOTION

Please provide details on how this event was promoted, please include timeline leading up to the event.

ATTENDANCE AND FEEDBACK (How many people attended and WHAT FEEDBACK, IF ANY, DID YOU RECEIVE?)

Please list any feedback received from attendees, vendors, and/or others regarding the event?

EVENT HIGHLIGHTS (WHAT WORKED WELL?)

Please provide a brief description of any aspects of the event that you feel were particularly successful.

RECOMMENDATIONS FOR FUTURE EVENTS (WHAT DIDN'T WORK WELL?)

Please provide a brief description of what you feel didn't work out as you'd hoped and suggestions to improve events in the future.

Please include the following attachments, if applicable:

- Press Release
- Staff Report
- Event Flier
- Facilities Site Plan

Please ensure that your form is submitted within 10 days of your event.

Upload Attachments here